

Hearing Date and Time: July 7, 2016 at 2:00 p.m. (Eastern Time)
Objection Deadline: July 1, 2016 at 5:00 p.m. (Eastern Time)

ROPES & GRAY LLP
Gregg M. Galardi
Marc B. Roitman
Stacy A. Dasaro
1211 Avenue of the Americas
New York, NY 10036-8704
Telephone: (212) 596-9000
Facsimile: (212) 596-9090

*Proposed Counsel to the Debtors
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re : Chapter 11
Gawker Media LLC, *et al.*,¹ : Case No. 16-11700 (SMB)
Debtors. : (Jointly Administered)
-----X

**NOTICE OF DEBTORS' APPLICATION PURSUANT TO BANKRUPTCY CODE
SECTIONS 105(a) AND 363(b) FOR ENTRY OF AN ORDER AUTHORIZING THE
DEBTORS TO (I) RETAIN OPPORTUNE LLP TO PROVIDE THE DEBTORS WITH A
CHIEF RESTRUCTURING OFFICER AND CERTAIN ADDITIONAL PERSONNEL,
AND (II) DESIGNATE WILLIAM D. HOLDEN AS CHIEF RESTRUCTURING
OFFICER FOR THE DEBTORS, NUNC PRO TUNC TO THE PETITION DATE**

PLEASE TAKE NOTICE that a hearing (the "Hearing") on the application (the "Application," a copy of which is attached hereto) of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order authorizing the Debtors to (I) Retain Opportune LLP to Provide the Debtors with a Chief Restructuring Officer and Certain Additional Personnel, and (II) Designate William D. Holden as Chief Restructuring Officer for

¹ The last four digits of the taxpayer identification number of the debtors are: Gawker Media LLC (0492); Gawker Media Group, Inc. (3231); and Kinja Kft. (5056). The offices of Gawker Media LLC and Gawker Media Group, Inc. are located at 114 Fifth Avenue, 2d Floor, New York, NY 10011. Kinja Kft.'s offices are located at Andrássy út 66. 1062 Budapest, Hungary.

the Debtors, *Nunc Pro Tunc* to the Petition Date (as defined in the Application) will be held before the Honorable Stuart M. Bernstein of the United States Bankruptcy Court for the Southern District of New York (the “Court”), in Room 723, One Bowling Green, New York, New York 10004-1408, on **July 7, 2016 at 2:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that responses or objections to the Application and the relief requested therein, if any, shall be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, shall set forth the basis for the response or objection and the specific grounds therefore, and shall be filed with the Court electronically in accordance with General Order M-399 by registered users of the Court’s case filing system (the User’s Manual for the Electronic Case Filing System can be found at <http://www.nysb.uscourts.gov>, the official website for the Court), with a hard copy delivered directly to chambers pursuant to Local Bankruptcy Rule 9028-1 and served so as to be actually received no later than **July 1, 2016, at 5:00 p.m. (prevailing Eastern Time)** (the “Objection Deadline”), upon: (i) the Debtors, Gawker Media LLC, 114 Fifth Avenue, 2d Floor, New York, New York 10011, Attn. Heather Dietrick (heather@gawker.com); (ii) proposed counsel for the Debtors, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036, Attn: Gregg M. Galardi (gregg.galardi@ropesgray.com); (iii) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, NY 10014, Attn: Greg Zipes & Susan Arbeit; (iv) counsel to Cerberus Business Finance, LLC, as DIP Lender, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022, Attn: Adam C. Harris (adam.harris@srz.com); (v) counsel to US VC Partners LP, as Prepetition Second Lien Lender, Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, IL 60611, Attn: David Heller (david.heller@lw.com) & Keith A. Simon, 885

Third Avenue, New York, New York 10022, Attn: Keith A. Simon (keith.simon@lw.com); and
(vi) parties that have requested notice pursuant to Bankruptcy Rule 2002.

PLEASE TAKE FURTHER NOTICE that a copy of the Application may be obtained free of charge by visiting the website of Prime Clerk LLC at <http://cases.primeclerk.com/gawker>. You may also obtain copies of any pleadings by visiting the Court's website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

PLEASE TAKE FURTHER NOTICE that the Hearing may be continued or adjourned thereafter from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing or at a later hearing. The Debtors will file an agenda before the Hearing, which may modify or supplement the Application to be heard at the Hearing.

PLEASE TAKE FURTHER NOTICE that if no objections or other responses are timely filed and served with respect to the Application, the Debtors shall, on or after the Objection Deadline, submit to the Court an order substantially in the form annexed as **Exhibit A** to the Application, which order the Court may enter with no further notice or opportunity to be heard.

Dated: June 20, 2016
New York, New York

/s/ Gregg M. Galardi
ROPES & GRAY LLP
Gregg M. Galardi
Marc B. Roitman
Stacy A. Dasaro
1211 Avenue of the Americas
New York, NY 10036-8704
Telephone: (212) 596-9000
Facsimile: (212) 596-9090
Email: Gregg.Galardi@ropesgray.com
Marc.Roitman@ropesgray.com
Stacy.Dasaro@ropesgray.com

*Proposed Counsel to the Debtors
and Debtors in Possession*

Hearing Date and Time: July 7, 2016 at 2:00 p.m. (Eastern Time)
Objection Deadline: July 1, 2016 at 5:00 p.m. (Eastern Time)

ROPES & GRAY LLP
Gregg M. Galardi
Marc B. Roitman
Stacy A. Dasaro
1211 Avenue of the Americas
New York, NY 10036-8704
Telephone: (212) 596-9000
Facsimile: (212) 596-9090

*Proposed Counsel to the Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re : Chapter 11
Gawker Media LLC, *et al.*,¹ : Case No. 16-11700 (SMB)
Debtors. : (Jointly Administered)
-----X

**DEBTORS' APPLICATION PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a)
AND 363(b) FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO
(I) RETAIN OPPORTUNE LLP TO PROVIDE THE DEBTORS WITH A CHIEF
RESTRUCTURING OFFICER AND CERTAIN ADDITIONAL PERSONNEL,
AND (II) DESIGNATE WILLIAM D. HOLDEN AS CHIEF RESTRUCTURING
OFFICER FOR THE DEBTORS, *NUNC PRO TUNC TO THE PETITION DATE***

Gawker Media LLC ("Gawker Media"), Gawker Media Group, Inc. ("GMGI"), and
Kinja Kft. ("Kinja"), debtors and debtors in possession (collectively, the "Debtors") in the
above-captioned chapter 11 cases (the "Chapter 11 Cases"), respectfully submit this application
(the "Application") for entry of an order, substantially in the form attached hereto as Exhibit A
(the "Order"), to (I) retain Opportune LLP to provide a chief restructuring officer and certain

¹ The last four digits of the taxpayer identification number of the debtors are: Gawker Media LLC (0492); Gawker Media Group, Inc. (3231); and Kinja Kft. (5056). The offices of Gawker Media LLC and Gawker Media Group, Inc. are located at 114 Fifth Avenue, 2d Floor, New York, NY 10011. Kinja Kft.'s offices are located at Andrassy ut 66. 1062 Budapest, Hungary.

additional personnel for the Debtors, and (II) designate William D. Holden (“Mr. Holden”) as chief restructuring officer for the debtors, *nunc pro tunc* to the petition date. In support of the Application, the Debtors submit the Declaration of William D. Holden (the “Holden Declaration”), attached hereto as Exhibit C, and hereby incorporate by reference the Declaration of William D. Holden in Support of First Day Motions (the “First Day Declaration”), filed concurrently herewith.² In further support of the Application, the Debtors, by and through their undersigned proposed counsel, respectfully represent as follows:

Background

1. On June 10, 2016, Gawker Media filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. On June 12, 2016, GMGI and Kinja each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.
2. On June 16, 2016, the Court entered an order authorizing the joint administration and procedural consolidation of the Debtors’ chapter 11 cases pursuant to Bankruptcy Rule 1015(b) [Docket No. 41].
3. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases. No official committee of unsecured creditors has been formed in these cases.
4. The Debtors are operating their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.
5. The factual background regarding the Debtors, their business operations, their capital and debt structure, and the events leading up to the filing of the Chapter 11 Cases is set forth in the First Day Declaration.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

Jurisdiction and Venue

6. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b).

7. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

8. The statutory bases for the relief requested herein are sections 105(a) and 363(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Bankruptcy Rules”).

Relief Requested

9. By this Application, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors request that the Court authorize them to retain Opportune LLP (“Opportune”), pursuant to the terms of that certain engagement letter dated June 6, 2016, annexed hereto as Exhibit B (the “Engagement Letter”),³ *nunc pro tunc* to the Petition Date. The Engagement Letter provides that William D. Holden will act as Chief Restructuring Officer (“CRO”) for the Debtors to assist them with their reorganization efforts over the course of the Chapter 11 Cases. The Engagement Letter also provides for Opportune to provide additional restructuring personnel (the “Additional Personnel,” and collectively with the CRO, the “Engagement Personnel”) as necessary to assist the CRO in the execution of the duties set forth more fully in the Engagement Letter.

³ The Debtors first engaged Opportune pursuant to that certain engagement letter dated as of May 14, 2016 (the “Initial Engagement Letter”) to provide financial advisory services that included coordination and oversight of the debtors’ day-to-day bookkeeping activities and services related to the Debtors’ reorganization efforts. The terms and conditions of the Engagement Letter were negotiated between the Debtors and Opportune, and they reflect the parties’ mutual agreement as to the substantial efforts that will be required in this engagement.

Retention of Opportune

10. In consideration of the complex matters to be addressed during the pendency of the Chapter 11 Cases, the Debtors have determined that the services of Opportune and an experienced advisor to serve as CRO will substantially enhance their attempts to maximize the value of their estates. The Debtors selected Mr. Holden to serve as CRO and sought the services of the Additional Personnel based on their extensive knowledge and expertise with respect to chapter 11 proceedings.

11. The Engagement Personnel specialize in interim management, crisis management, turnaround consulting, operational due diligence, complex financial reporting, and financial and operational restructuring, among other things. Since its founding in 2005, Opportune has provided executive leadership to financially distressed companies; developed and validated forecasts, business plans, and related assessments of a business's strategic position; monitored and managed cash flow and supplier relationships; assessed and recommended cost reduction strategies; and designed and negotiated financial restructuring packages. In the past, Opportune has provided interim management, restructuring advisory services and/or strategic advice to companies of similar size to the Debtors, creditors, investors, and other parties in interest in matters such as, among others, (i) the chapter 11 cases of each Swift Energy Company, Samson Resources, Duer Wagner III Oil & Gas, BPZ Energy, Endeavour Operating Corporation, Global Geophysical Services, ATP Oil & Gas Corporation, GMX Resources Inc., Cano Petroleum Inc., Crusader Energy Group, Inc. and Edge Petroleum Corporation; and (ii) matters involving each of JP Morgan, Bank of America, Citibank, Union Bank, Wells Fargo Bank, N.A., GSO Capital Partners, Third Avenue Management, Bank of Montreal, Royal Bank of Canada and Royal Bank of Scotland.

12. Mr. Holden has a bachelor's degree in business administration from Skidmore College and a MBA from Columbia Business School, and is a Certified Turnaround Professional (CTP) and a member of the Turnaround Management Association.

13. Mr. Holden is a managing director of Opportune and has over twenty years of investment banking, consulting, and operating experience. Mr. Holden provides advisory services to healthy and distressed companies that face complex financial and/or operational challenges. Mr. Holden has extensive in-court and out-of-court restructuring experience and has supported multiple management teams across a number of industries through the chapter 11 process.

14. Mr. Holden has provided restructuring advisory services for a number of notable chapter 11 cases, including *Alpha Natural Resources* (No. 15-33896 (KRH) (Bankr. E.D. Va.)), *GT Advanced Technologies* (No. 14-11916 (HJB) (Bankr. D. N.H.)), *Legend Parent, Inc.* (No. 14-10701 (JLG) (Bankr. S.D.N.Y.)), *Eagle Bulk Shipping Inc.* (No. 14-12303 (SHL) (Bankr. S.D.N.Y.)), *Revel AC, Inc.* (No. 14-22654 (MBK) (Bankr. D. N.J.)), *Fresh & Easy Neighborhood Market Inc.* (No. 13-12569 (KJC) (Bankr. D. Del.)), *Taylor Wharton International, LLC* (No. 09-14089) (Bankr. D. Del.), and *CornerStone Propane, L.P.* (No. 04-13856 (Bankr. S.D.N.Y.)).

15. Pursuant to the Initial Engagement Letter, Mr. Holden and the Additional Personnel began providing advisory assistance on May 14, 2016. The Engagement Personnel have provided the following services, among others, to the Debtors in connection with their restructuring efforts:

- a. Managing the financial and operational reporting processes to internal and external constituents;
- b. Developing tools to manage and monitor immediate and short-term liquidity;
- c. Providing oversight and approval of expenditures and cash payments;

- d. Coordination and management of potential sales of the Debtors' assets;
- e. Preparing quantitative and qualitative support for all first day motions; and
- f. Conducting negotiations with respect to potential Debtor-in-Possession ("DIP") financing.

Scope of Opportune's Services

16. Consistent with the Engagement Letter, Mr. Holden will serve as the Debtors' CRO and Opportune will assign the Additional Personnel to perform other related services as needed. The CRO primarily will perform the functions relating to coordination, communication, negotiation, cash flow projections, the business plan, the sale process, and contingency planning. The CRO shall act in such other areas as he may identify and shall be authorized to make decisions related to such efforts, as he and Opportune deem necessary or appropriate in a manner consistent with the business judgment rule and the provisions of local law and the Bankruptcy Code applicable to the obligations of persons acting on behalf of corporations, subject to the direction, control, and guidance of the Debtors' boards of directors or equivalent. The CRO shall consult with the Debtors' board of directors or equivalent with respect to any proposed changes in the scope of CRO services.

17. The Debtors believe that the services described herein are vital to the success of the Chapter 11 Cases, and the Debtors require knowledgeable management to render such services. In providing prepetition professional services to the Debtors, Opportune has become familiar with the Debtors and their businesses, including the Debtors' financial affairs, capital structure, operations, and related matters. Having worked with the Debtors' management team and their other advisors, Opportune has developed relevant experience and expertise regarding the Debtors that will assist in providing effective and efficient services in the Chapter 11 Cases. Accordingly, Opportune is both well qualified and uniquely able to serve the Debtors in the Chapter 11 Cases in an efficient and timely manner.

Opportune's Disinterestedness

18. To the best of the Debtors' knowledge, information, and belief, other than as set forth in the Holden Declaration, Opportune: (a) has no connection with the Debtors, their creditors, other parties in interest, the attorneys or accountants of any of the foregoing (except that Opportune and the CRO are connected to the Debtors by virtue of the Initial Engagement Letter and the Engagement Letter, as detailed in this Application), or the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee"), or any person employed in the Office of the U.S. Trustee; (b) does not hold any interest adverse to the Debtors' estates; and (c) believes it is a "disinterested person" as defined by section 101(14) of the Bankruptcy Code.

19. Although the Debtors respectfully submit that the retention of Opportune is not governed by section 327 of the Bankruptcy Code, the Holden Declaration discloses, among other things, any relationship that Opportune, the CRO, or any of the Additional Personnel has with the Debtors, their significant creditors, or other significant parties in interest known to Opportune. Based upon such disclosures, the Debtors submit that Opportune is a "disinterested person" as that term is defined by section 101(14) of the Bankruptcy Code.

20. In addition, as set forth in the Holden Declaration, if any new material facts or relationships are discovered or arise, Opportune will provide the Court with a supplemental declaration disclosing, among other things, any new potential conflicts between the Debtors, the CRO, the Additional Personnel, or other significant parties in interest.

Terms of Retention

21. Opportune will be paid by the Debtors for the services of the Engagement Personnel in accordance with the Engagement Letter, which provides in relevant part as follows:

- a. Standard Hourly Rates: Opportune will be paid by the Debtors for its services at the hourly billing rates for its Engagement Personnel, based on the position held by such Engagement Personnel, as follows:

Partners	\$800.00
Managing Directors / CRO	\$665.00
Directors	\$500.00
Managers / Sr. Consultants	\$400.00
Consultants	\$300.00

- b. Out-of-Pocket Expenses: The Debtors shall also reimburse Opportune, upon receipt of periodic invoices, for all reasonable and documented out-of-pocket expenses incurred in connection with Opportune's services, including parking, travel, courier, overtime meals, copying and postage.
- c. Retainer and 90 Day Payments: Opportune received a prepetition retainer of \$200,000 under the Initial Engagement Letter. Prior to the Petition Date, Opportune periodically drew down on the retainer to cover prepetition fees and expenses incurred and then invoiced the Debtors to replenish the Retainer. In the 90 days prior to the Petition Date, Opportune received retainers and payments totaling \$444,497.50 in the aggregate for services performed for the Debtors. Opportune's final periodic invoice of \$92,365.58 for services performed prior to the Petition Date was drawn down on the retainer. The remaining outstanding retainer is \$107,634.42. This retainer will not be segregated by Opportune into a separate account and will be held until the end of these chapter 11 cases and applied to Opportune's finally approved fees in these proceedings.

22. The Debtors shall pay to Opportune the compensation set forth above based upon the submission by Opportune of monthly invoices. Opportune shall file with the Court, and provide notice to the U.S. Trustee and counsel to any official committee of unsecured creditors appointed in the Chapter 11 Cases, reports of compensation earned and expenses incurred on a monthly basis. Such reports shall contain summary charts that describe the time incurred and services provided, identify the compensation earned by each of the Engagement Personnel, and itemize the expenses incurred. Opportune shall not be required to maintain time records but shall

instead include a summary of the total hours worked by individual timekeeper. All compensation shall be subject to review by the Court in the event an objection is filed. The compensation provided for in the Engagement Letter shall constitute full payment for the services to be rendered by Opportune and the Engagement Personnel to the Debtors under the Engagement Letter.

23. Because Opportune and the CRO are not being employed as professionals under section 327 of the Bankruptcy Code, they will not be required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code. Instead, Opportune will file with the Court, and provide notice to the U.S. Trustee and counsel to any official committee of unsecured creditors appointed in the Chapter 11 Cases, (i) reports of compensation earned and expenses incurred on a monthly basis, as detailed above and in the Order; and (ii) a report of staffing on the engagement for the previous month. Such reports shall include the names and functions filled of the Engagement Personnel. Such notice will provide a time period for objections. All compensation and staffing will be subject to review by the Court in the event an objection is filed.

24. The Debtors do not owe Opportune any fees for services performed or expenses incurred under the Initial Engagement Letter or the Engagement Letter prior to the Petition Date. Opportune has informed the Debtors that it does not hold a prepetition claim against the Debtors for services rendered prepetition. The Debtors believe that Opportune's fees and compensation as set forth herein are reasonable and justified under the circumstances.

Indemnification

25. Consistent with the protocol established by the U.S. Trustee with respect to the retention of critical management services (the "Protocol"), Opportune agrees that those

Opportune employees serving as officers of the Debtors, including Mr. Holden, in his capacity as CRO, will be entitled to receive whatever indemnities are made available during the term of the Engagement Letter to other non-Opportune affiliated members and/or directors of the Debtors, whether under the Debtors' bylaws, certificates of incorporation, applicable corporate laws, or contractual agreements of general applicability to officers of the Debtors (the "Opportune Indemnification"). Additionally, and consistent with the Protocol, Opportune agrees to waive the Opportune Indemnification with respect to those Indemnified Persons (as defined in the Engagement Letter) who do not serve as officers of the Debtors; provided that Additional Personnel who are not officers of the Debtors shall be indemnified as may be approved by the Debtors' boards of directors or equivalent.

26. Opportune's and the CRO's decision to accept this engagement to provide management services to the Debtors is contingent upon their ability to be retained in accordance with the terms and conditions of the Engagement Letter. Opportune and the CRO have indicated that they understand and accept that the terms of the Engagement Letter must be approved by the Court. Opportune and the CRO, however, would prefer to resolve at this time any objection, by the Court or other parties in interest, with respect to the terms of the Engagement Letter. Accordingly, Opportune and the CRO have chosen to be very explicit, in the Holden Declaration and the Engagement Letter, regarding the terms and conditions of their employment, Opportune's staffing and approach, and Opportune's billing practices, and they have requested that the Debtors seek this Court's approval of such matter contemporaneously with the filing of this Motion.

Basis for Relief

A. The Court May Authorize Employment of Opportune and Mr. Holden Pursuant to Section 363 of the Bankruptcy Code

27. The Debtors seek approval of the employment of Opportune and the appointment of Mr. Holden as CRO pursuant to section 363 of the Bankruptcy Code *nunc pro tunc* to the Petition Date. Under section 363(b)(1) of the Bankruptcy code, “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Further, pursuant to section 105(a) of the Bankruptcy Code, the “court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

28. If a debtor’s proposed use of its assets pursuant to section 363(b) represents a reasonable exercise of the debtor’s business judgment, such use should be approved. *See, e.g., Roaming LLC v. Official Comm. of Unsecured Creditors (In re Iridium Operating LLC)*, 478 F.3d 452, 466 (2d Cir. 2007) (a judge determining a section 363(b) application must expressly find from the evidence presented a good business reason to grant the application); *see also Licensing by Paolo, Inc. v. Sinatra (In re Gucci)*, 126 F.3d 380, 387 (2d Cir. 1997) (same); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070-71 (2d Cir. 1983) (same).

29. Courts have applied the 363(b) standard when a debtor employs one or more individuals to serve as restructuring officers or managers. *See In re Fairway Grp. Holdings Corp.*, No. 16-11241 (MEW) (Bankr. S.D.N.Y. June 3, 2016) [Docket No. 140]; *In re Relativity Fashion, LLC*, No. 15-11989 (MEW) (Bankr. S.D.N.Y. Sept. 28, 2015) [Docket No. 669]; *In re Sabine Oil & Gas Corp.*, No. 15-11835 (SCC) (Bankr. S.D.N.Y. Aug. 10, 2015) [Docket No. 145]; *In re PRC, LLC*, No. 08-10239 (MG) (Bankr. S.D.N.Y. Feb. 27, 2008) [Docket No. 182];

In re Bally Total Fitness of Greater N.Y., Inc., No. 07-12395 (BRL) (Bankr. S.D.N.Y. Mar. 6, 2006) [Docket No. 72].

30. The Debtors submit that the employment of Opportune and the CRO is a sound exercise of the Debtors' business judgment and satisfies the requirements of section 363 of the Bankruptcy Code. Indeed, the services of Opportune and the CRO are necessary and essential to the Debtors' efforts to reorganize pursuant to chapter 11 of the Bankruptcy Code.

31. Additionally, the Engagement Personnel, working in conjunction with the Debtors' senior management, have already proven to be of invaluable assistance in the Debtors' efforts in developing their plan, assisting in short-term cash management activities, evaluating strategic alternatives, and coordinating the Debtors' efforts to prepare for and operate in chapter 11.

32. Furthermore, the Debtors have been able to retain Opportune and secure the services of the CRO and the Additional Personnel during the Chapter 11 Cases on economic terms that are fair, reasonable, and beneficial to the Debtors' estates. The Debtors respectfully submit that the compensation negotiated pursuant to the Engagement Letter is consistent with and typical of arrangements entered into by Opportune and other restructuring consulting firms that provide similar services to clients in similar circumstances.

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

33. To implement the foregoing successfully, the Debtors request that the Court enter an order waiving the notice requirements of Bankruptcy Rule 6004(a) and finding that the Debtors have established cause to exclude such relief from any stay imposed by Bankruptcy Rule 6004(h).

Notice

34. Notice of this Motion has been provided to (i) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, NY 10014, Attn: Greg Zipes & Susan Arbeit; (ii) the 50 largest unsecured creditors of the Debtors on a consolidated basis; (iii) counsel to Cerberus Business Finance, LLC, as DIP Lender, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022, Attn: Adam C. Harris (adam.harris@srz.com); (iv) counsel to US VC Partners LP, as Prepetition Second Lien Lender, Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, IL 60611, Attn: David Heller (david.heller@lw.com) & Keith A. Simon, 885 Third Avenue, New York, New York 10022, Attn: Keith A. Simon (keith.simon@lw.com); (v) Counsel to the Stalking Horse Bidder, Sullivan & Cromwell LLP, 125 Broad Street, New York, NY 10004; Attn: Michael H. Torkin, Esq. (torkinm@sullcrom.com) and Alexa J. Kranzley, Esq. (kranzleya@sullcrom.com), Fax: (212) 291-9376; (vi) parties that have requested notice pursuant to Bankruptcy Rule 2002; (vii) the Internal Revenue Service; and (viii) the United States Attorney for the Southern District of New York. A copy of this Application is also available on the website of the Debtors' proposed notice and claims agent at <https://cases.primeclerk.com/gawker>. In light of the nature of the relief requested, the Debtors submit that no other or further notice is necessary.

Conclusion

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form annexed hereto as Exhibit A, granting the relief requested in the Application and such other and further relief for the Debtors as may be just or proper.

Dated: June 20, 2016
New York, New York

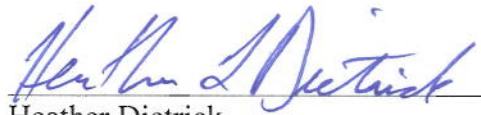

Heather Dietrick
President & General Counsel

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
	:	
In re	:	Chapter 11
	:	
Gawker Media LLC, <i>et al.</i> , ¹	:	Case No. 16-11700 (SMB)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**ORDER GRANTING DEBTORS' APPLICATION PURSUANT TO
BANKRUPTCY CODE SECTIONS 105(a) AND 363(b) FOR ENTRY OF
AN ORDER AUTHORIZING THE DEBTORS TO (I) RETAIN
OPPORTUNE LLP TO PROVIDE THE DEBTORS WITH A CHIEF
RESTRUCTURING OFFICER AND CERTAIN ADDITIONAL PERSONNEL,
AND (II) DESIGNATE WILLIAM D. HOLDEN AS CHIEF RESTRUCTURING
OFFICER FOR THE DEBTORS, *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the Application, dated June 20, 2016 (the "Application"),² of Gawker Media Group, Inc. and its above-captioned debtor affiliates, as debtors and debtors in possession (the "Debtors"), for an order authorizing the Debtors to (I) retain Opportune LLP ("Opportune") to provide the Debtors with a chief restructuring officer ("CRO") and certain additional personnel, and (II) designate William D. Holden ("Mr. Holden") as chief restructuring officer for the debtors *nunc pro tunc* to the petition date, pursuant to sections 363(b) and 105(a) of title 11 of the United States Code (the "Bankruptcy Code"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this proceeding being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue of this proceeding this proceeding and the Motion in this Court being proper pursuant to 28 U.S.C. § 1408; and due and proper notice of the Motion having been

¹ The last four digits of the taxpayer identification number of the debtors are: Gawker Media LLC (0492); Gawker Media Group, Inc. (3231); and Kinja Kft. (5056). The offices of Gawker Media LLC and Gawker Media Group, Inc. are located at 114 Fifth Avenue, 2d Floor, New York, NY 10011. Kinja Kft.'s offices are located at Andrássy út 66. 1062 Budapest, Hungary.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

given; and the Court having found that no other or further notice is needed or necessary; and the Court having reviewed the Motion and the First Day Declaration and having heard statements in support of the Motion at a hearing held before the Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and the relief requested in the Motion being in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and any objections to the relief requested in the Motion having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, THAT:

1. The Motion is GRANTED to the extent provided herein.
2. The Debtors are authorized, pursuant to sections 363(b) and 105(a) of the Bankruptcy Code, to employ and retain Opportune to provide the Debtors a chief restructuring officer (“CRO”) and additional personnel, in accordance with the terms and conditions of the Engagement Letter, *nunc pro tunc* to the Petition Date.
3. The Debtors are authorized, pursuant to sections 363(b) and 105(a) of the Bankruptcy Code, to designate William D. Holden, as the CRO, *nunc pro tunc* to the Petition Date.
4. The terms and conditions of the Engagement Letter, including without limitation, the indemnification provisions and the fee provisions, as set forth in the Application, are reasonable terms and conditions of employment and are hereby approved; subject to the following terms, which apply notwithstanding anything in the Engagement Letter or the Application to the contrary:

- (a) Opportune and its affiliates shall not act in any other capacity (for example, and without limitation, as a financial advisor, claims agent/claims administrator, or investor/acquirer) in connection with the above-captioned cases;
- (b) In the event the Debtors seek to have Opportune personnel assume executive officer positions that are different than the positions disclosed in the Application, or to materially change the terms of the engagement by either
 - (i) modifying the functions of personnel, (ii) adding new executive officers, or
 - (iii) altering or expanding the scope of the engagement, a motion to modify the retention shall be filed;
- (c) No principal, employee or independent contractor of Opportune and its affiliates shall serve as a director of any of the above-captioned Debtors during the pendency of the above-captioned cases;
- (d) For a period of three years after the conclusion of the engagement, neither Opportune nor any of its affiliates shall make any investments in the Debtors or the Reorganized Debtors;
- (e) The CRO shall act under the direction, control and guidance of the Debtors' boards of directors or equivalent and shall serve at the pleasure of the Debtors' boards of directors or equivalent; and
- (f) Opportune shall disclose any and all facts that may have a bearing on whether Opportune, its affiliates, and/or any individuals working on the engagement have any interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or

for any other reason. The obligation to disclose identified in this subparagraph is a continuing obligation.

5. The Debtors are authorized to pay Opportune in such amounts and at such times as is provided in the Engagement Letter; *provided* that: (a) notwithstanding anything to the contrary in the Engagement Letter or the Application, Opportune shall file a final fee application for allowance of its compensation and expenses which shall be subject to Court approval pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any further order of the Court; (b) Opportune shall file with the Court, and provide notice to the U.S. Trustee and counsel to any official committee of unsecured creditors appointed in the Chapter 11 Cases, reports of compensation earned and expenses incurred on a monthly basis; provided, that Opportune shall not be required to maintain time records but shall instead include a summary that describes the total hours worked by individual timekeeper and services provided, identifies the compensation earned by each executive officer and staff employee provided, and itemizes the expenses incurred; and (c) all compensation shall be subject to review by the Court in the event an objection is filed.

6. All requests by Indemnified Persons for the payment of indemnification, contribution, or otherwise as set forth in the Engagement Letter during the pendency of the Chapter 11 Cases shall be made by means of an application to the Court and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Engagement Letter and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought.

7. All compensation and reimbursement due to, and other rights of Opportune and the CRO in accordance with the Engagement Letter, including without limitation indemnification

obligations, shall be treated and allowed as administrative expenses in accordance with section 503 of the Bankruptcy Code and shall be paid in accordance with the Engagement Letter.

8. In connection with any increases in Opportune's rates, Opportune shall file a supplemental declaration with the Court and provide ten business days' notice to the U.S. Trustee prior to any increase in rates. The supplemental declaration shall set forth the requested rate increases, explain the basis for the requested rate increase, and certify that the Debtors have consented to the requested rate increases.

9. To the extent there is any inconsistency between this Order and the Engagement Letter and/or the Application, the provisions of this Order shall govern.

10. The Debtors are authorized and empowered to take all actions necessary to effectuate the relief granted in this Order.

11. The requirements of Bankruptcy Rule 6004(a) are hereby waived.

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

13. The Court retains jurisdiction with respect to all matters arising from, or related to, the implementation and interpretation of this Order.

Dated: _____, 2016
New York, New York

STUART M. BERNSTEIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Engagement Letter



June 6th, 2016

Heather Dietrick
President and General Counsel
Gawker Media LLC
114 Fifth Avenue, 2nd Floor
New York, New York 10011

Dear Madam:

This engagement letter (the "Engagement Letter"), together with the attached Appendix A: "Terms and Conditions", sets forth our entire understanding regarding the engagement (the "Engagement") between Opportune LLP ("Opportune") and Gawker Media Group, Inc., (together with its affiliates, the "Company"), for the purpose of Opportune providing services to the Company, including the scope of such services to be performed (the "Services"), and the basis of compensation for those Services. Upon execution of this Engagement Letter by each of the parties below and receipt of the retainer described below, this Engagement Letter will constitute a binding agreement between the Company and Opportune (the "Agreement").

1) Scope of Services

Opportune will provide the following financial advisory Services as requested and directed by the Company's senior management and/or Company's Members, Managers, Board of Directors or their equivalent (the "Company's Board"), that include, but are not limited to:

- a) Officers. In connection with this engagement, Opportune shall make available to the Company:
 - i) William D. Holden, a Managing Director in Opportune's Restructuring Practice to serve in the role of Chief Restructuring Officer (the 'CRO') for the Company. The CRO shall devote such time to the performance of his services hereunder, including onsite involvement at the Company's offices as necessary, as he determines appropriate in his discretion with input from the Company's officers. The CRO will report to the Company's Board of Directors or equivalent ("Board") and/or as otherwise directed by the Board.¹
 - ii) Duties. Subject to his business judgment and fiduciary responsibilities and with the assistance of Company's management, the CRO will work on a collaborative basis with Company's executives and all other employees to direct the following activities: (i) the Company's day-to-day book keeping, collections, disbursement, treasury, liquidity and reporting obligations (collectively, the "Finance and Accounting Functions"); and (ii) the Company's reorganization efforts and the evaluation, development, negotiation, and implementation of activities surrounding such restructuring efforts, including, but not limited to, Chapter 11 proceedings (the "Reorganization Efforts").

¹ The Company may elect to make Mr. Holden the Company's Chief Restructuring Officer.

June 6th, 2016
Gawker Media Group, Inc.
Page 2 of 10

- b) Responsibilities. Subject to applicable bylaws, corporate governance processes and with the assistance of Company's management, the CRO will have primary responsibility for the following Finance and Accounting Functions and Reorganization Efforts (to include but not be limited to):
- i) Manage the financial and operational reporting processes to all internal and external constituents;
 - ii) Review and development of any material drafted for consumption outside the Company;
 - iii) Oversight and approval of expenditures and cash payments;
 - iv) Coordinate and manage potential sales of Company's assets and/or development of disclosure statements or proposed plan of reorganization including negotiations with stakeholders and counterparties;
 - v) Development of any business plan, disclosure statement or proposed plan of reorganization;
 - vi) Conduct negotiations with respect to any Debtor-in-Possession ("DIP") or similar financing;
 - vii) Prepare Company's Schedules of Assets and Liabilities, Statements of Financial Affairs, DIP budgets, Monthly Operating Reports and cash flow forecasts;
 - viii) In general, assist the Company's in the preparation of ongoing documents and disclosures required by the Court or the Company's stakeholders from time to time;
 - ix) Other services and activities as mutually agreed by the Board and the CRO to the extent such services are not duplicative of services provided by other professionals.

Access to Information. In connection with this Engagement, Opportune shall have complete and full access to all Company information that Opportune and the Company deem appropriate. Additionally, the Company will provide reasonable access to the Company's managers, employees, accountants, counsel and other representatives (collectively the "Representatives") necessary to perform the Services as outlined in this Engagement Letter. It is understood that Opportune is relying solely upon the information supplied by the Company and its Representatives without assuming any responsibility for independent investigation or verification thereof. All confidential information concerning the Company that is given to Opportune will be used solely in the course of performance of the Services outlined in this Engagement Letter. Except as required by law, such confidential information will not be disclosed to a third party without the Company's consent.

Projections; Reliance; Limitation of Duties. The Company understands that the Services to be rendered may include the preparation of projections and other forward-looking statements for use in evaluating potential restructuring or strategic alternatives, and that numerous factors can affect the actual results of the Company's operations, which may materially and adversely differ from those projections and other forward-looking statements. In addition, Opportune will be relying on information provided by other members of the Company's management in the preparation of those projections and other forward-looking statements. Opportune makes no representation or guarantee that an appropriate restructuring proposal or strategic alternative can be formulated for the Company, that any restructuring proposal or strategic alternative presented to the Board will be more successful than all other possible restructuring proposals or strategic alternatives, that restructuring is the best course of action for the Company or, if formulated, that any proposed

June 6th, 2016
Gawker Media Group, Inc.
Page 4 of 10

the bankruptcy proceeding. The term "Bankruptcy Court" shall mean the United States Bankruptcy Court with which the Company has filed a bankruptcy petition.

3) Disclosure of Pre-Existing Relationships

We have informed the Company that Opportune may have in the past and from time to time may directly or indirectly represent the Company's creditors. During the term of this engagement Opportune agrees that it will not, without prior written consent of the Company, have any involvement on behalf of the Company's creditors. Consequently, at the present time Opportune knows of no facts or circumstances that would represent a conflict of interest for it with regard to its engagement by the Company in connection with the aforementioned services.

4) IRS

In compliance with requirements imposed by the Internal Revenue Service, as stated in Circular 230, Opportune will provide the following disclosure on all communications with Company: "We inform you that any US federal tax advice contained in this communication including any attachments is not intended or written to be used and cannot be used for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing, or recommending to any other party any transaction or matter addressed herein."

5) Indemnification

The Company shall indemnify the CRO, Opportune, and their (as applicable) partners, employees, managers, principals, agents, affiliates, independent contractors, insurers (collectively, the "Indemnified Persons") from and against any and all pending or threatened claims, demands, suits, investigations, proceedings, judgments, awards, liabilities, losses, damages, fees and expenses paid or incurred by any Indemnified Person in connection with, arising out of or related to (whether from direct claims or third party claims) the Engagement or this Agreement (including but not limited to any Indemnified Person's reasonable counsel fees and expenses). In addition to the foregoing indemnification, any Opportune personnel who may serve as Board-approved officers of the Company including but not limited to the CRO), shall be individually indemnified to the same extent as the most favourable indemnification it extends to its officers or directors, whether under the Company's bylaws, its certificate of incorporation, by contract or otherwise. The CRO shall report to the Board and/or persons identified by the Board and shall be covered as an officer under the Company's existing director and officer liability insurance policy as an "additional named insured" and as a "certificate holder" under each liability insurance policy of the Company. As a condition of Opportune accepting this engagement, a Certificate of Insurance evidencing such coverage shall be furnished to Opportune prior to the effective date of this Agreement. The Company shall instruct all applicable carriers to give Opportune and the CRO thirty (30) days prior written notice of cancellation, non-renewal, or material change in coverage, scope, or amount of such director and officer liability policy. The provisions of this section are in the nature of contractual obligations and no change in applicable law or the Company's charter, bylaws or other organizational documents or policies shall affect the CRO rights hereunder. The foregoing indemnification obligations shall not apply in the event that a court of competent jurisdiction finally determines that such claims resulted directly from the gross negligence, wilful misconduct or fraudulent acts of the CRO or Opportune.

6) Other Matters

The General Business Terms & Conditions applicable to this Engagement are attached hereto as Appendix A and are incorporated herein by reference. Capitalized terms used in the attached General Business Terms & Conditions and not defined therein shall have the meanings given to such terms in this Engagement Letter. For the purposes of the attached General Business Terms & Conditions, the "Company" shall mean Gawker Media Group, Inc. and its affiliates and subsidiaries, and

June 6th, 2016
Gawker Media Group, Inc.
Page 5 of 10

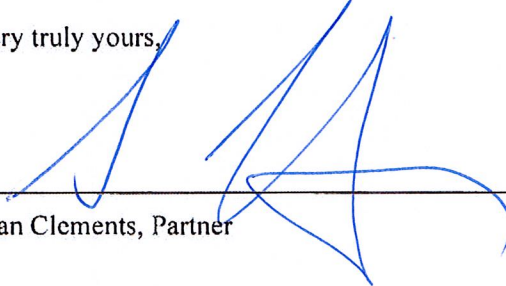
"Engagement Agreement" shall mean this Engagement Letter together with Appendix A and all other appendices hereto.

7) Confirmed Agreement

We are ready to begin our work immediately upon our receipt of the signed Engagement Letter. Please confirm the agreement to the Engagement Letter by signing below and returning to our office at your earliest convenience. Again, we look forward to working with you.

If the foregoing represents your agreement, please sign the enclosed copy of this letter in the space provided and return it at your earliest convenience.

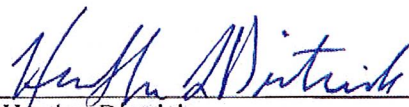
Very truly yours,



Sean Clements, Partner

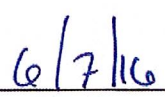
Accepted and Agreed:
Gawker Media Group, Inc.

By:



Heather Dietrick
President and General Counsel
Gawker Media Group, Inc.

Date:



June 6th, 2016
Gawker Media Group, Inc.
Page 6 of 10

Appendix A: Terms and Conditions

Terms and Conditions

The following are the terms and conditions (the "Terms and Conditions") on which Opportune will provide the Services set forth in the attached Engagement Letter. Together, the Terms and Conditions and the Engagement Letter may be referred to as the "Contract," which forms the entire agreement between Opportune and the Company. Opportune and the Company may be collectively referred to herein as "Parties" and individually as "Party". Defined Terms contained in the Engagement Letter shall apply to these Terms and Conditions unless otherwise stated.

Fees

1. Opportune's invoices are payable upon receipt. If payment of any invoice is not received within thirty (30) days of the invoice date, Opportune shall be entitled, without prejudice to any other rights that it may have, to suspend provision of the Services until all amounts due are paid in full. Prior to any bankruptcy filing, all invoices must be paid in full.
2. Opportune has no responsibility to update any report, analysis or any other document relating to this Engagement for any events or circumstances occurring subsequent to the date of such report, analysis or other document. Any such subsequent consultations or work shall be subject to arrangements at our then standard fees plus expenses.
3. In the event additional Services are requested, the Parties shall work together to memorialize any such agreement, including payment of reasonable additional fees and a reasonable additional period to provide any additional Services. Any variation to this Contract, including any variation to fees, Services, or time for performance of the Services, shall be set forth in a separate engagement letter executed by the Parties which shall form part of this Contract.
4. Opportune's performance of the Services is dependent upon the Company providing accurate and timely information and assistance as may be reasonably required from time to time. The Company shall use reasonable skill, care and attention to ensure that all required information is provided on a timely basis and is accurate and complete. The Company shall notify Opportune if it subsequently learns that any information provided is incorrect, inaccurate or otherwise should not be relied upon. *The inability to supply Opportune with agreed upon information in a useable form within an amount of time reasonably required by us may increase fees and delay completion. Additionally, in the event unforeseen complications are encountered which would significantly increase fees, Opportune would discuss these with the Company and await the Company's approval before proceeding.*

Termination

5. Any Party may terminate this Contract in the event that the other Party has breached any material provision of this Contract and such breach has not been cured within ten (10) days after receipt of written notice from the then non-breaching Party. The Company may, in its sole discretion, terminate this Contract at any time by providing Opportune with ten (10) days' notice.
6. Upon termination of this Contract, each Party shall, upon written request from the other, return to the other all property and documentation of the other that is in its possession, except that we shall be entitled to retain one copy of such documents in order to maintain a professional record of our involvement in the Engagement, subject to our continuing confidentiality obligations hereunder.

June 6th, 2016
Gawker Media Group, Inc.
Page 7 of 10

7. The provisions included within "Fees", "Preservation of Confidential Information" and "Other Terms and Provisions" shall survive the termination or expiration of this Contract.

Work Products and Report

8. During the Engagement, Opportune may prepare certain reports, and any analysis will be based upon the information provided by and on behalf of the Company. Opportune assumes no responsibility and makes no representations with respect to the accuracy or completeness of any information provided by and on behalf of the Company. There will usually be differences between estimated and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. The Company acknowledges that no reliance shall be placed on draft reports, conclusions or advice, whether oral or written, issued by Opportune since the same may be subject to further work, revision and other factors which may mean that such drafts are substantially different from any final report or advice issued.
9. In compliance with requirements imposed by the Internal Revenue Service, as stated in Circular 230, Opportune will provide the following disclosure on all communications with the Company: "We inform you that any US federal tax advice contained in this communication including any attachments is not intended or written to be used and cannot be used for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing, or recommending to any other party any transaction or matter addressed herein."
10. Opportune is not a CPA firm, and any report or any results of our Services shall not constitute an Audit, Attestation, Valuation, Solvency Opinion or a Fairness Opinion or otherwise and may not be relied upon by the Company or any other party as such. Any advice given or report issued by Opportune is provided solely for the Company's use and benefit and only in connection with the Services that are provided. Furthermore, any analyses Opportune performs should not be taken to supplant any procedures that the Company should undertake in consideration of the matter contemplated in connection with this Engagement or any other past, present, or future transaction.
11. The Company expressly acknowledges that Opportune does not guarantee, warrant or otherwise provide assurance regarding the results of the Services.

Preservation of Confidential Information

12. No Party will disclose to any third party without the prior written consent of the other Party any confidential information (the "Information") which is received from the other Party for the purposes of providing or receiving the Services which if disclosed in tangible form is marked confidential or if disclosed otherwise is confirmed in writing as being confidential or, if disclosed in tangible form or otherwise, is manifestly confidential. The Parties agree that any Information received from the other Party shall only be used for the purposes of providing or receiving the Services under this or any other contract between us.
13. These restrictions will not apply to any Information which: (a) is or becomes generally available to the public other than as a result of a breach of an obligation by the receiving party; (b) is acquired from a third party who owes no obligation of confidence with respect to the information; or (c) is or has been independently developed by the recipient.
14. Notwithstanding the foregoing, any Party will be entitled to disclose confidential information of the other (i) to our respective insurers or legal advisors, or (ii) to a third party to the extent that this is required, by any court of competent jurisdiction, or by a governmental or

June 6th, 2016
Gawker Media Group, Inc.
Page 8 of 10

regulatory authority or where there is a legal right, duty or requirement to disclose, provided that (and without breaching any legal or regulatory requirement) where reasonably practicable not less than two (2) business days' notice in writing is first given to the other Party.

Other Terms and Provisions

15. Except in the event of Opportune's gross negligence, wilful misconduct or fraudulent acts, in no event shall Opportune be liable to the Company under this Contract under any legal theory for any consequential, indirect, lost profit or similar damages relating to or arising from our Services provided under this Contract. Moreover, in no event shall Opportune be liable to the Company (or any person claiming through either) under this Contract, under any legal theory, for any amount in excess of the total professional fees paid by the Company to Opportune for the immediate six (6) month period prior to the date the alleged liability occurred. The Company agrees, accepts and acknowledges that any legal proceedings arising from or in connection with this Agreement (including all amendments and engagements related thereto) must be commenced within one (1) year from the termination of this Agreement or conclusion of each particular engagement letter (whichever occurs first in time), and that no action or claim will be brought against any employee or subcontractor of Opportune.
16. The Company agrees that no action or claims will be brought against the Opportune or Opportune employees personally, except for the gross negligence, wilful misconduct, or fraudulent acts of Opportune or any Opportune employees.
17. The Company shall indemnify Opportune, and their (as applicable) partners, employees, managers, principals, agents, affiliates, independent contractors, insurers (collectively, the "Indemnified Persons") from and against any and all pending or threatened claims, demands, suits, investigations, proceedings, judgments, awards, liabilities, losses, damages, fees and expenses paid or incurred by any Indemnified Person in connection with, arising out of or related to (whether from direct claims or third party claims) the Engagement or this Agreement (including but not limited to any Indemnified Person's reasonable counsel fees and expenses). The foregoing indemnification obligations shall not apply in the event that a court of competent jurisdiction finally determines that such claims resulted directly from the gross negligence, wilful misconduct or fraudulent acts of Opportune.
18. The Company accepts and acknowledges that Opportune has not made any warranties or guarantees, whether express or implied, with respect to the Services or the results that you may obtain as a result of the provision of the Services.
19. Except for the Company's payment obligations, neither of Opportune nor the Company will be liable to the other for any delay or failure to fulfil obligations caused by circumstances outside our reasonable control.
20. Nothing in this Agreement shall be interpreted as the Company having any obligation or liability to request Opportune's Services on any particular project or any minimum number of projects.
21. Without exception or qualification, the Parties agree that at no time during the term of this Agreement shall Opportune be considered an employee of the Company, but rather Opportune shall at all times be and remain an independent contractor of the Company. At no time shall Opportune hold itself out to any third party as an employee of the Company. Opportune shall not at any time have any authority to make or enter into any contract, agreement, warranty or representation on behalf of the Company or to create any obligation, express or implied, on behalf of the Company.

June 6th, 2016
Gawker Media Group, Inc.
Page 9 of 10

22. It is understood and agreed that any final report resulting from the Services shall remain the Company's property. To the extent that Opportune utilizes any of its property (including, without limitation, any hardware or software) in connection with the Services, such property shall remain the property of Opportune, and the Company shall not acquire any right or interest in such property. Opportune shall have ownership (including, without limitation, copyright ownership) and all rights to use and disclose Opportune's ideas, concepts, know-how, methods, techniques, processes and skills, and adaptations thereof in conducting Opportune's business (collectively, "Know-How") regardless of whether such Know-How is incorporated in any way in the final report.
23. Neither Party shall be liable to the other Party for special, indirect, consequential, exemplary and for punitive damages (collectively, "Consequential Damages"), and each Party hereto shall be responsible for and shall defend, indemnify and hold the other harmless from and against its own Consequential Damages resulting from or arising out of this Agreement, including, without limitation, loss of profit or business interruptions, howsoever, the same may be caused.
24. Opportune shall at all times during the Term comply with all applicable laws as well as the policies and procedures of the Company. Opportune shall not pay any commissions or fees or grant any rebates or other remuneration or gratuity to any person in connection with the business of the Company or its affiliated or subsidiary companies. Opportune shall not accept any rebates nor accept any commissions or fees in connection with the business of the Company or its affiliated or subsidiary companies.
25. Opportune shall not be liable to the Company for any delays or non-performance resulting from circumstances or causes beyond Opportune's reasonable control, including, but not limited to acts of God.
26. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, this Agreement shall be deemed to be amended to the extent necessary to make such provision enforceable, or, if necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof. In the event any provision is deleted or amended, the remaining provisions shall remain in full force and effect. Notwithstanding the foregoing, the Parties recognize and agree that this Agreement is to be interpreted and applied in such manner as to, as nearly as possible, give effect to the Parties' intent to all provisions hereof, including, without limitation, such provisions as may be declared to be unenforceable.
27. Neither Party hereto shall have the right to assign its rights hereunder, in whole or in part without the prior written consent of the other Party (other than to such Party's affiliates or subsidiaries which shall not require such consent). This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and permitted assigns.
28. No change, modification, extension, renewal, ratification, waiver or rescission of this Agreement or of any of the provisions hereof shall be binding unless it is in writing and signed by both Parties hereto. Further, no waiver or forbearance by either Party hereto with respect to any right granted to such Party herein shall operate or be construed to be a waiver or forbearance of such Party's right to exercise such right in the future.
29. Notices regarding or required by this Agreement must be in writing and delivered to the Parties at the mailing addresses set forth below or to such other address as a party may designate in writing. Any notice required under this Agreement will be deemed effective upon delivery to the Party to whom it is addressed.

June 6th, 2016
Gawker Media Group, Inc.
Page 10 of 10

30. This Agreement constitutes the entire agreement between the Parties hereto regarding the subject matter hereof and supersedes any prior agreements (whether written or oral) between the parties regarding the subject matter hereof. This Contract may be executed in any number of counterparts each of which shall be an original, but all of which together shall constitute one and the same instrument.
31. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of New York and the state and federal courts located in the State of New York shall have exclusive jurisdiction in relation to any claim arising out of this Contract. OPPORTUNE AND THE COMPANY HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT, OR OTHERWISE) RELATING TO THIS AGREEMENT.

Exhibit C

Holden Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
:
In re : Chapter 11
:
Gawker Media LLC, *et al.*,¹ : Case No. 16-11700 (SMB)
:
Debtors. : (Jointly Administered)
:
-----X

**DECLARATION OF WILLIAM D. HOLDEN IN SUPPORT OF DEBTORS'
APPLICATION PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a) AND 363(b)
FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO (I) RETAIN
OPPORTUNE LLP TO PROVIDE THE DEBTORS WITH A CHIEF
RESTRUCTURING OFFICER AND CERTAIN ADDITIONAL PERSONNEL,
AND (II) DESIGNATE WILLIAM D. HOLDEN AS CHIEF RESTRUCTURING
OFFICER FOR THE DEBTORS, *NUNC PRO TUNC* TO THE PETITION DATE**

Pursuant to 28 U.S.C. § 1746, I, William D. Holden, hereby declare as follows under the penalty of perjury to the best of my knowledge, information, and belief:

1. I am a Managing Director with Opportune LLP, a Texas limited liability partnership ("Opportune"), a financial advisory and consulting services firm with its principal office located at 711 Louisiana, Suite 3100, Houston, Texas 77022. I submit this declaration on behalf of Opportune (the "Declaration") in support of the Debtors' Application for Entry of an Order Authorizing the Debtors to (I) Retain Opportune LLP to Provide the Debtors with a Chief Restructuring Officer and Certain Additional Personnel and (II) Designate William D. Holden as Chief Restructuring Officer for the Debtors *Nunc Pro Tunc* to the Petition Date (the

¹ The last four digits of the taxpayer identification number of the debtors are: Gawker Media LLC (0492); Gawker Media Group, Inc. (3231); and Kinja Kft. (5056). The offices of Gawker Media LLC and Gawker Media Group, Inc. are located at 114 Fifth Avenue, 2d Floor, New York, NY 10011. Kinja Kft.'s offices are located at Andrássy út 66. 1062 Budapest, Hungary.

“Application”).² Except as otherwise noted, I have personal knowledge of the matters set forth herein.³

Opportune’s Qualifications

2. Opportune, founded in 2005, specializes in interim management, crisis management, turnaround consulting, operational due diligence, complex financial reporting, and financial and operations restructuring, among other things. Since its founding, Opportune has provided executive leadership to financially distressed companies; developed and validated forecasts, business plans, and related assessments of a business’s strategic position; monitored and managed cash flow and supplier relationships; assessed and recommended cost reduction strategies; and designed and negotiated financial restructuring packages. In the past, Opportune has provided interim management, restructuring advisory services and/or strategic advice to companies of similar size to the Debtors, creditors, investors, and other parties in interest in matters such as, among others, (i) the chapter 11 cases of each Swift Energy Company, Samson Resources, Duer Wagner III Oil & Gas, BPZ Energy, Endeavour Operating Corporation, Global Geophysical Services, ATP Oil & Gas Corporation, GMX Resources Inc., Cano Petroleum Inc., Crusader Energy Group, Inc. and Edge Petroleum Corporation; and (ii) matters involving each of JP Morgan, Bank of America, Citibank, Union Bank, Wells Fargo Bank, N.A., GSO Capital Partners, Third Avenue Management, Bank of Montreal, Royal Bank of Canada and Royal Bank of Scotland. In addition, Mr. Holden and Opportune are familiar with the Debtors’ business, financial affairs and capital structure.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

³ Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at Opportune and are based on information provided by such professionals.

35. I hold a bachelor's degree in business administration from Skidmore College and a MBA from Columbia Business School, and am a Certified Turnaround Professional (CTP) and a member of the Turnaround Management Association.

36. In my capacity as managing director for Opportune, I provide advisory services to healthy and distressed companies that face complex financial and/or operational challenges. I have extensive in-court and out-of-court restructuring experience and has supported multiple management teams across a number of industries through the chapter 11 process.

37. I have provided restructuring advisory services for a number of notable chapter 11 cases, including *Alpha Natural Resources* (No. 15-33896 (KRH) (Bankr. E.D. Va.)), *GT Advanced Technologies* (No. 14-11916 (HJB) (Bankr. D. N.H.)), *Legend Parent, Inc.* (No. 14-10701 (JLG) (Bankr. S.D.N.Y.)), *Eagle Bulk Shipping Inc.* (No. 14-12303 (SHL) (Bankr. S.D.N.Y.)), *Revel AC, Inc.* (No. 14-22654 (MBK) (Bankr. D. N.J.)), *Fresh & Easy Neighborhood Market Inc.* (No. 13-12569 (KJC) (Bankr. D. Del.)), *Taylor Wharton International, LLC* (No. 09-14089) (Bankr. D. Del)), and *CornerStone Propane, L.P.* (No. 04-13856 (Bankr. S.D.N.Y.)).

Opportune's Services

3. The Debtors first engaged Opportune pursuant to the Initial Engagement Letter to provide financial advisory services that included coordination and oversight of the debtors' day-to-day bookkeeping activities and services related to the Debtors' reorganization efforts. Since May 2016, Opportune has provided the following services, among others, to the Debtors in connection with their restructuring efforts:

- a. Managing the financial and operational reporting processes to internal and external constituents;
- b. Developing tools to manage and monitor immediate and short-term liquidity;

- c. Providing oversight and approval of expenditures and cash payments;
- d. Coordination and management of potential sales of the Debtors' assets;
- e. Preparing quantitative and qualitative support for all first day motions; and
- f. Conducting negotiations with respect to potential Debtor-in-Possession ("DIP") financing.

4. On June 6, 2016, Gawker Media and Opportune entered into that certain engagement letter (the "Engagement Letter"), pursuant to which Opportune would (a) make Mr. Holden available to serve as CRO of the Debtors; and (b) provide the Debtors with additional restructuring personnel (the "Additional Personnel"). The terms and conditions of the Engagement Letter were negotiated between the Debtors and Opportune, and they reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement.

5. Pursuant to the terms of the Engagement Letter, in addition to my role as the Debtors' CRO, Opportune will assign the Additional Personnel to perform other services as needed. I will be responsible for the overall design of Opportune's services and direction of the engagement team.

6. I primarily will perform the functions relating to coordination, communication, negotiation, cash flow projections, the business plan, the sale process, and contingency planning. I shall act in such other areas as I may identify and shall be authorized to make decisions related to such efforts, as I and Opportune deem necessary or appropriate in a manner consistent with the business judgment rule and the provisions of local law and the Bankruptcy Code applicable to the obligations of persons acting on behalf of corporations, subject to the direction, control, and guidance of the Debtors' boards of directors or equivalent. I shall consult with the Debtors' board of directors or equivalent with respect to any proposed changes in the scope of CRO services.

7. In providing prepetition professional services to the Debtors, Opportune has become familiar with the Debtors and their businesses, including the Debtors' financial affairs, capital structure, operations, and related matters. Having worked with the Debtors' management team and their other advisors, Opportune has developed relevant experience and expertise regarding the Debtors that will assist in providing effective and efficient services in the Chapter 11 Cases. Accordingly, Opportune is both well qualified and uniquely able to serve the Debtors in the Chapter 11 Cases in an efficient and timely manner.

8. Because of Opportune's expertise and experience at a national level in providing management, reorganization, accounting, and a broad range of consulting services to debtors and other parties in interest in complex troubled financial situations, the Debtors have requested that Opportune provide restructuring services to them.

Disinterestedness and Eligibility

9. Opportune, together with its affiliates (the "Firm"), utilize certain procedures ("Firm Procedures") to determine the Firm's relationships, if any, to parties that may have a connection to a client debtor. In implementing the Firm Procedures, the following actions were taken to identify parties that may have connections to the Debtors and the Firm's relationship with such parties.

10. Opportune requested and obtained from the Debtors the names of individuals and entities that may be parties in interest in these chapter 11 cases (the "Potential Parties in Interest") and such parties are listed on **Schedule 1** hereto. The Potential Parties in Interest reviewed include the following:

- the Debtors;
- shareholders;
- the Debtors' current officers and directors;
- former directors and officers of the Debtors 2 years prior to the filing date;

- vendors;
- parties to significant litigation;
- lenders;
- banks and money market funds;
- landlords;
- insurers;
- counterparties to significant contracts;
- federal and state regulatory agencies;
- professionals;
- creditors with general unsecured claims larger than \$500 against the Debtors
- utilities;
- significant creditors;
- first lien lender;
- second lien lender;
- letters of credit;
- U.S. Bankruptcy Judges for the Southern District of New York; and
- United States Trustee.

11. Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at Opportune and are based on information provided by them. The list of Potential Parties in Interest is expected to be updated during this case. Opportune continues to review the relationships its professionals may have with potentially interested parties and to determine whether any relationships other than those set forth herein exist. As may be necessary, Opportune will supplement this Declaration if it becomes aware of a relationship that may adversely affect Opportune's retention in this case or discovers additional Parties in Interest through the filing of statements of financial affairs or statements under Rule 2019. Opportune will update this disclosure if it is advised of any trading of claims against or interests in the Debtors that may relate to Opportune's retention or otherwise requires such disclosure.

12. Opportune then compared the names of each of the Potential Parties in Interest to the names in its master electronic database of the Firm's current and recent clients (the "Client Database"). The Client Database generally includes the name of each current and former client of the Firm.

13. Known connections between former or recent clients of the Firm and the Potential Parties in Interest were compiled for purposes of preparing this Declaration. These connections are listed in Schedule 2 hereto.

14. In reviewing its records and the relationships of its professionals, Opportune did not seek information as to whether any Opportune professional or member of his/her immediate family: (a) indirectly owns, through a public mutual fund or through partnerships in which certain Opportune professionals have invested but as to which such professionals have no control over or knowledge of investment decisions, securities of the Debtors or any other party in interest; or (b) has engaged in any ordinary course consumer transaction with any party in interest. If any such relationship does exist, I do not believe it would impact Opportune's disinterestedness or otherwise give rise to a finding that Opportune holds or represents an interest adverse to the Debtors' estates.

15. As a result of the Firm Procedures, I have thus far ascertained after due inquiry that, except as may be set forth herein, upon information and belief, neither Opportune, I, nor any employee of Opportune who will work on this engagement:

- a. is a creditor of the Debtors (including by reason of unpaid fees for prepetition services), an equity security holder of the Debtors, or an "insider" of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code;
- b. is, or has been, within 2 years before the Petition Date, a director, officer, or employee of the Debtors; or
- c. has an interest materially adverse to the interests of the Debtors' estate, or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

16. As can be expected with respect to any international professional services firm such as Opportune, the Firm provides services to many clients with interests in the Debtors'

chapter 11 cases. To the best of my knowledge, except as indicated below, the Firm's services for such clients do not relate to the Debtors' chapter 11 cases.

17. Further, as part of its diverse practice, the Firm appears in cases and proceedings, and participates in transactions that involve many different professionals, attorneys, accountants, and financial consultants, who represent claimants and Parties in Interest in the Debtors' chapter 11 cases. Further, the Firm has performed in the past, and may perform in the future, advisory consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of whom may be involved in these proceedings. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests materially adverse to the Debtors in matters upon which Opportune is to be employed, and none are in connection with this case.

18. Accordingly, to the best of my knowledge, Opportune is a "disinterested person" as that term is defined in Section 101(14) of the Bankruptcy Code, as modified by section 1107(b), in that Opportune, its professionals and employees: (i) are not creditors, equity security holders, or insiders of the Debtors; (ii) were not, within two years before the Petition Date, a director, officer, or employee of the Debtors; and (iii) do not have an interest materially adverse to the interest of any of the Debtors' estates or of any class of creditors or equity security holders.

19. If any new material relevant facts or relationships are discovered or arise, Opportune will promptly file a supplemental declaration.

Professional Compensation

20. Opportune will be paid by the Debtors for the services of the Engagement Personnel in accordance with the Engagement Letter, which provides in relevant part as follows:

- a. Standard Hourly Rates: Opportune will be paid by the Debtors for its services at the hourly billing rates for its Engagement Personnel, based on the position held by such Engagement Personnel, as follows:

Partners	\$800.00
Managing Directors / CRO	\$665.00
Directors	\$500.00
Managers / Sr. Consultants	\$400.00
Consultants	\$300.00

- b. Out-of-Pocket Expenses: The Debtors shall also reimburse Opportune, upon receipt of periodic invoices, for all reasonable and documented out-of-pocket expenses incurred in connection with Opportune's services, including parking, travel, courier, overtime meals, copying and postage.
- c. Retainer and 90 Day Payments: Opportune received a prepetition retainer of \$200,000 under the Initial Engagement Letter. Prior to the Petition Date, Opportune periodically drew down on the retainer to cover prepetition fees and expenses incurred and then invoiced the Debtor to replenish the Retainer. In the 90 days prior to the Petition Date, Opportune received retainers and payments totaling \$444,497.50 in the aggregate for services performed for the Debtors. Opportune's final periodic invoice of \$92,365 for services performed prior to the Petition Date was drawn down on the retainer. The remaining outstanding retainer is \$107,634.42. This retainer will not be segregated by Opportune into a separate account and will be held until the end of these chapter 11 cases and applied to Opportune's finally approved fees in these proceedings.

21. The Debtors agreed to pay to Opportune the compensation set forth above based upon the submission by Opportune of monthly invoices. Opportune shall file with the Court, and provide notice to the U.S. Trustee and counsel to any official committee of unsecured creditors appointed in the Chapter 11 Cases, reports of compensation earned and expenses incurred on a monthly basis. Such reports shall contain summary charts that describe the time incurred and services provided, identify the compensation earned by each of the Engagement Personnel and itemize the expenses incurred. Opportune shall not be required to maintain time records but shall

instead include a summary of the total hours worked by individual timekeeper. All compensation shall be subject to review by the Court in the event an objection is filed. The compensation provided for in the Engagement Letter shall constitute full payment for the services to be rendered by Opportune and the Engagement Personnel to the Debtors under the Engagement Letter.

22. Because Opportune and I are not being employed as professionals under section 327 of the Bankruptcy Code, I understand that we will not be required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code. Instead, Opportune will file with the Court, and provide notice to the U.S. Trustee and counsel to any official committee of unsecured creditors appointed in the Chapter 11 Cases, reports of compensation earned and expenses incurred on a monthly basis, as detailed above and in the Order. Additionally, Opportune shall file with the Court, with notice to the U.S. Trustee and counsel to any official committee of unsecured creditors appointed in the Chapter 11 Cases, a report of staffing on the engagement for the previous month. Such reports shall include the names and functions filled of the Engagement Personnel. Such notice will provide a time period for objections. All compensation and staffing will be subject to review by the Court in the event an objection is filed.

23. The Debtors do not owe Opportune any fees for services performed or expenses incurred under the Initial Engagement Letter or the Engagement Letter prior to the Petition Date. Opportune has informed the Debtors that it does not hold a prepetition claim against the Debtors for services rendered prepetition.

Indemnification Provisions

24. Consistent with the protocol established by the U.S. Trustee with respect to the retention of critical management services (the “Protocol”), Opportune agrees that those

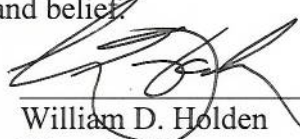
Opportune employees serving as officers of the Debtors, including myself, as CRO, will be entitled to receive whatever indemnities are made available during the term of the Engagement Letter to other non-Opportune affiliated members and/or directors of the Debtors, whether under the bylaws, certificates of incorporation, applicable corporate laws, or contractual agreements of general applicability to officers of the Debtors (the “Opportune Indemnification”). Additionally, and consistent with the Protocol, Opportune agrees to waive the Opportune Indemnification with respect to those Indemnified Persons (as defined in the Engagement Letter) who do not serve as officers of the Debtors; provided that Additional Personnel who are not officers of the Debtors shall be indemnified as may be approved by the Debtors’ boards of directors or equivalent.

25. Opportune’s and my decision to accept this engagement to provide management and financial advisory services to the Debtors is contingent upon our ability to be retained in accordance with the terms and conditions of the Engagement Letter. Opportune and I have indicated that we understand and accept that the terms of the Engagement Letter must be approved by the Court. Opportune and I, however, would prefer to resolve at this time any objection, by the Court or other parties in interest, with respect to the terms of the Engagement Letter. Accordingly, Opportune and I have chosen to be very explicit, in this Declaration and the Engagement Letter, regarding the terms and conditions of their employment, Opportune’s staffing and approach, and Opportune’s billing practice, and they have requested that the Debtors seek this Court’s approval of such matter contemporaneously with the filing of this Application.

26. By reason of the foregoing, I believe Opportune is eligible for retention by the Debtors pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and the applicable Bankruptcy Rules and Local Bankruptcy Rules.

27. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing
is true and correct to the best of my knowledge and belief.

Dated: June 20, 2016
New York, New York



William D. Holden
Managing Director
Opportune LLP

Schedule 1 to Exhibit C

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Debtors and Trade Names
1(b)	Current and Recent Former Directors and Officers
1(c)	Potential Contract Counterparties
1(d)	Insurers
1(e)	Other Interested Parties
1(f)	Landlords
1(g)	Litigants
1(h)	Professionals
1(i)	Shareholders
1(j)	Significant Customers
1(k)	Significant Unsecured Creditors
1(l)	Significant Vendors
1(m)	Taxing Authorities
1(n)	U.S. Trustee and Key Court Personnel for the Southern District of New York
1(o)	Utilities
1(p)	Employees and Independent Contractors

SCHEDULE 1(a)

Debtors and Trade Names

Gawker Media Group, Inc.

Gawker Media LLC

Kinja Kft.

Blogwire Hungary Intellectual Property Licensing LLC

Blogwire Hungary Kft.

Gawker.Com

Blogwire Hungary Intellectual Property Licensing
LLC

Blogwire Hungary Kft.

Curbed.com LLC

Gawker Sales LLC

Gawker.Com

RGFREE

Vox Media, Inc.

Blogwire

Deadspin

Defamer

Gawker

Gawker Stalker

Gizmodo

io9

Jalopnik

Jezebel

Kinja

Kotaku

Lifehacker

Sploid

Valleywag

SCHEDULE 1(b)

Current and Recent Former Directors and Officers

Albertson, Josh

Darbyshire, Gabrielle

Denton, Nicholas

Dietrick, Heather

Epstein, Jason

Fette, Ian

Holden, William

Kidder, Scott

Plunkett, Thomas

Szasz, Peter

Tillman, Scott

Weinbrecht, Adrian

SCHEDULE 1(c)

Potential Contract Counterparties

114 Fifth Avenue Ground Lessee LLC	Alexandre Dohrmann
114 Fifth Owner LP	Alissa Walker
204-210 Elizabeth Street LLC c/o S.W. Management LLC	All You Can Move SportPass Europe
204-210 Elizabeth Street LLC	Allison Jones
3293 Pacific LLC	Allison Wentz
A Mediocre Corporation	Allure Media Pty Limited
A Small Orange, LLC.	AM Lab Americas, LLC.
A9.com, Inc.	Amanda Marandola
Access Intelligence, LLC	Amazon Services LLC
Adam Clark Estes	Amazon Web Services, Inc.
Adam Pash	Amazon.com, Inc.
Adam Weinstein	Anastasia Weeks
Ad-Juster, Inc.	Andrassy Palota Ingatlanfogalmazó Kft.
Admeld, LLC	Andrea Park
Adsfactor Holdings Limited	Andrew Collins
AdSlot Technologies, LTD.	Andrew Cush
Adtech US, Inc.	Andrew Gorenstein
Aegon Magyarország Zrt.	Andrew Harding
AGIS Fire & Security Kft.	Andy Orin
AIG	Angela Alzona
Alan Henry	Angela Wang
Alan Kwon	Anna Merlan
Albert Burneko	Anthony Carnevale
Aleksander Chan	Anthony Hack
Alex Cranz	AOL Advertising Inc.
Alex Dickinson	Ariana Cohen
Alex Pareene	Ariel Viera
Alexandra Cannon	Ashley Feinberg
Alexandra Philippides	Ashton Galloway

Atlantic Metro Communications II, Inc.

Attila Illes

Ava Gyurina

Balazs Keki

BarkBox, Inc.

Barry Petchesky

Ben Regenspan

BlueApron.com

Brainy Labs, LLC

Brandon McCoy

Brendan O'Connor

Bridget Brown

Bryan Lufkin

Bryan Menegus

C&G Group Kft c/o Brody House Group

Cadreon, LLC.

Caitleen Weaver

Camila Cabrer

Camilla Baker

Casey Speer

Casper Sleep Inc.

Catherine LeClair

Cecilia D'Anastasio

Chad Bernstein

Chelsey Hoffman

Cheryl Eddy

Chris Neveu

Chris Person

Chris Vespoli

Christina Blacken

ClickMeter

ClickStream

Cloudinary Ltd.

Clover Hope

ClubW

Colleen McMillan

Colliers International

Colliers International Kft.

Coltiers Nemzetkozi Ingattanuzemeltet6 es
Kezel6 Kft.

Combat Flip Flops, LLC.

Comic Cartel

ComScore, Inc.

Corporate Communications Bt.

Courtenay O'Connor

Daniel Morgan

Darren Orf

Dashlane Inc.

DataGram

Datagram Incorporated

Dave McKenna

David Tracy

Dayna Evans

Devin Clark

Diana Moskovitz

Diane Kelly

Diego Pineda

DineInFresh, Inc. dba Plated

Dollar Shave Club, Inc.

DOUBLECLICK

Dr. Torzsa Peter Bt.

DreamHost

Drew Magary

Driftaway Inc.

Earnest Inc.

Eleanor Shechet

Elisa Solinas	Gorilla Nation Media, LLC
Emily Ambruso	Grace Robertson
Emily Herzig	Graze Inc.
Emma Carmichael	Green Fox Academy
Emprese Cedente	Greg Howard
Eric Goldfarb	Greg Lopez
Eric Ravenscraft	GroupDynamics Kft
Erika Audie	Gunnar Optiks
Erin Gloria Ryan	Gyorgy Bokros
Erin Pettigrew	Hajtas Pajtas Kft.
Esther Inglis-Arkell	Handy.com
Ethan Sommer	Hannah Keyser
Evan Narcisse	Happy Socks
Eyal Ebel	Heather Dietrick
F451	Heather Hynes
F451 fka Spicy Media Editora Ltda	Heidi Grothaus
F451 Media Editora Ltda.	HelloFresh
Fabiola Lara	Hillary Crosley
Facebook Ireland Limited	Hostgator.com, LLC.
Facebook, Inc.	Huckberry
Fastly, Inc.	Hunter Slaton
Federal Insurance Company	Ian Fette
Fluxmob, LLC.	IDrive Inc.
Framebridge, Inc.	Ilona Bilevych
Fritzie Andrade	Incisive Ltd
Future Publishing Limited	Incisive VNU Limited dba Incisive Incisive Ltd
Gabrielle Bluestone	Incisive VNU Ltd
GeekFuel, LLC.	Index Exchange Inc.
Germain Lussier	Infobahn Inc.
Giri Nathan	Integral Ad Science, Inc.
Globalway Participacoes Ltda.	IseeQ Kft.
Gloria Clark	J.K Trotter
Google Inc.	

Jake Inferrera	Justin Cross
Jalovszky Law	Justin Potter
James Bartus	JW Player / LongTail Ad Solutions, Inc.
James Bit Design	Kaila Hale-Stern
James Delgiudice	Kanwar Gill
Jamie Weber	Kara Brown
JapanCrate	Kargo Global, Inc.
Jared Auslander	Karma Mobility Inc.
Jason Parham	Kate Dries
Jason Schreier	Kate Knibbs
Jason Torchinsky	Kate Lovejoy
Jay Hathaway	Katharine Trendacosta
Jeffrey Hilder	Kathryn McGinnis
Jennifer Ouellette	Katie Drummond
Jia Tolentino	Kavitha Reddy
Jillian Marie Lucas	Kelly Conaboy
Jim Boos	Kelly Faircloth
Jim Cooke	Kelly Monson
Jim Cooke	Kelly Stout
Joanna Rothkopf	Kerrie Uthoff
Joel Johnson	Kevin Draper
John Appel	Kid Thursday LLC., dba Staus Audio
John Cook	Kirk Hamilton
John Gelini	Kixer
Jordan Sargent	Kolozsvari Timea
Josh Bottino	Kravitha Reddy
Josh Laurito	Krux Digital, Inc.
Joshua Albertson	Lacey Donohue
Judy Steinbach	Lauren Bertolini
Julia Alvidrez	Leah Beckmann
Julian Muller	Leah Finnegan
Julianne Escobedo Shepherd	LendingTree, LLC.
Jung Sin	Lindsay Chipman

Lindsey Jaffe	Mia Libby
Lisa Bolano	Michael Fahey
LiveIntent, Inc.	Michael Kuntz
LiveRail, Inc.	Michael Lindsay
LOLA	Michael Nunez
Lucy Haller	Michael Orell
Madeleine Davies	Michael Roselli
Madeleine Stone	Michele LaFauci
Madison Plus Select, Inc.	Michelle Chiang
Malcolm Read	Mike Ballaban
Mandy Mandelstein	Mikolaj Szabo
Margaret Taormina	Ministry of Supply
Marina Galperina	Miranda Langrehr
Mario Aguilar	Moat, Inc.
Maritza Sanche	Mobiles Republic, Inc.
Mark Weldon	Mollie Horan
Market Halsey Urban Renewal, LLC.	Moore Stephens Hezicomp Kft.
MarkMonitor Inc.	Mott & Bow
Matt Hardigree	MoviePass
Matt Novak	MVMT Watches
Matthew Hamer	Nameaction Brasil Serv de Inter Ltda ME
Matthew Kulper	NameAction Inc.
Mediagene, Inc.	Nandita Raghuram
MediaGene, Inc. fka Infobahn, Inc.	Natasha Vargas-Cooper
MediaMind Technologies, Inc.	Nathan Grayson
Megan Gilbert	NatureBox
Megbizott	Nervora Digital Media Group, FZ-LLC
Melissa Green	NetMediaEurope
Melissa Murray	Netus Media Pty Limited dba Allure Media Pty LTD
Merch Direct, LLC	Nevora Digital Media Group
Merchant Importacao, Exportacao e Comercio, Ltda - ME	NewsCred, Inc.
MeUndies	Nicholas Murphy

Nick Stango	Rob Harvilla
Noble People	Robert Finger
OCP Collective Corp. dba Adcade, Inc.	Ryan Brown
Omar Kardoudi	S&T Consulting Hungary Kft.
OnMarc Media	Sam Biddle
Operative Media, Inc.	Sam Scherer
Oppenheim Ugyvedi Iroda	Sam Woolley
Opportune LLP	Samantha Lagani
Optimizely, Inc.	Samer Kalaf
Oriole Media Corporation dba Juice Mobile	Samuel Griffel
Oscar Z. Ianello Associates, Inc.	Sarah Dedewo
Owen & Fred Corp.	Sarah Wiest
Pacific Shaving Company	Scott Kidder
Parachute Home	Sean Buckley
Patricia Hernadez	Sean MacDonald
Patrick Ballester	SeatGeek
Patrick Klepek	Shane Roberts
Patrick Laffoon	Shep McAllister
Patrick Redford	Shopify
Paul Sundue	SimpleReach, Inc.
PAX	Skillshare, Inc.
Percona, Inc.	Skimbit Limited
Perfect World Entertainment	SkimBit LTD.
Peri Hochwald	SmartFX
Pixel Media Asia Limited	SocialFlow, Inc.
Platinum Rye, LLC.	Sophie Kleeman
Pop Chart Lab	Soundfreak
Poprageous	Specless, LLC.
Puja Patel	Spicy Media Editora LTDA
Quench USA, Inc.	SpruceWares
Quip NYC Inc.	Squarespace, Inc.
Rhone Apparel Inc.	Stackcommerce
Riley MacLeod	Staq, Inc.

Starcom SMG	Tom Ley
Stassa Edwards	Tom Plunkett
Stephanie Schrader	Tom Scocca
Stephen Totilo	Tommy Craggs
Steve Climaco	Toth Eva Nagykanizsa
Steven Polletta	Tremor Video, Inc.
Stowawy Cosmetics	UCMS Group Hungary Kft.
STS Meida, Inc.	Udemy.com
Stuart Cheshire	Veronica de Souza
Sultana Khan	Victor Jeffreys
Superdry Wholesale, LLC	Viddler, Inc.
Suzy Kuzy, LLC.	VNU Business Media Europe Limited
Szolgaltato	Waves Gear, LLC.
Taboola Inc.	We Work
Tamas Neltz	Wesley Siler
Tara Jacoby	WeWork LA LLC
Taylor Berman	Whitson Gordon
Technorati, Inc.	William Arkin
Terra Networks Brasil S.A.	William Haisley
TGT	William Turton
The Rubicon Project, Inc.	Wine Awesomeness
The Sasquatch Soap Co., LLC. dba Dr. Squatch	Wrights Media, LLC
The Status Audio	Writers Guild of America, East
Thorin Klosowski	Yannick LeJacq
Tim Burke	Zach Custer
Time Shred Services, Inc.	Zachary Connett
Times Internet Limited	Zoe Stahl

SCHEDULE 1(d)

Insurers

Aegon Magyarország Zrt.

AIG Europe Limited

Dewitt Stern Group, Inc.

Federal Insurance Company

Hartford Casualty Insurance Company

Hudson Insurance Company

National Union Fire Insurance Co. of Pittsburgh PA

United Healthcare Insurance Company

SCHEDULE 1(e)

Other Interested Parties

Cerberus Business Finance LLC

Houlihan Lokey, Inc.

K&H Bank

Latham & Watkins

Prime Clerk LLC

Riemer & Braunstein, LLP

Schulte Roth & Zabel LLP

Securities & Exchange Commission

Securities & Exchange Commission – NY Office

Silicon Valley Bank

Sullivan & Cromwell LLP

US VC Partners LP

SCHEDULE 1(f)

Landlords

Andrassy Palota Ingatlanforgalmazó Korlátolt Felelősségű Társaság
114 Fifth Owner LP

SCHEDULE 1(g)

Litigants

Aulistar Mark

Andrew Hudson

Zachary Cianflone

Lindsay MaHarry

Katherine Castellana

Elizabeth Nadybal

Chelsea Lo Pinto

Tim Barribeau

Patrick Frawley

Elizabeth Weinbloom

Kristin Chan

Samuel Julian

Brian Colgan

Benjamin Dorson

Rachel Atwood

Michael Kennelly

Alyssa Bereznak

Lily Newman

Kwame Opam

Terry Gene Bollea

Mitchell Williams

Meanith Huon

Ashley Terril

Charles Johnson and Got News, LLC

Teresa Thomas

Shiva Ayyadurai

Christopher Sadowski

SCHEDULE 1(h)

Professionals

Akerman LLP

Cahill Gordon & Reindel LLC

Citrin Cooperman & Co., LLP

Giskan Solotaroff & Anderson LLP

Goldin Solutions

Jalovszky Law Firm

John Duncan

Klasko Immigration Law Partners, LLP

Levine Sullivan Koch & Schulz, LLP

Maples & Calder

Morrison Cohen LLP

Newmark & Co. Real Estate, Inc.

Oppenheim Law Firm

Opportune LLP

Proskauer Rose LLP

Trifolium LLC

Wilk Auslander

Zwillgen PLLC

SCHEDULE 1(i)

Shareholders

Berman, Taylor	Hamer, Matt
Bertolini, Lauren	Hardigree, Matt
Blakeley, Richard Erand	Holmes, Anna
Bluestone, Gabrielle	Jefferson, Whitney
Brown, Ryan	Kang, Daniel
Carmichael, Emma	Kidder, Scott
Carmon, Irin	Kozma, Jozsef
Chan, Casey	Lam, Brian
Coen, Jessica	Layne, Ken
Cooke, Jim	Lehnhoff, Jim
Craggs, Tommy	Leitch, Will
Crecente, Brian	Lisanti, Mark
D'Addario, John	Lopez, Greg
Darbyshire, Gaby	Ma, Jesse
Daulerio, Albert	McGill, Erin
DelGiudice, James	Nachlin, Jim
Denton, Nick	Newitz, Annalee
Diaz, Jesus	Nolan, Hamilton
Dietrick, Heather	O'Connor, Maureen
Dimmitt, Elizabeth	Pash, Adam
Dimmitt, Genevieve	Petrány, Máté
Duncan, John	Pettigrew, Erin
Ebel, Eyal	Plunkett, Tom
Furman, Eliot, as custodian for Alexander Tiberius Furman under the NYUTMA	Read, Malcom
Futrelle, Genevieve	Robischon, Noah
Giacoman, Gabriela	Schreier, Jason
Gorenstein, Andrew	Schwartz, Diane
Greenmount Creek Limited	Schweizer, Julia
Hale-Stern, Kaila	Scocca, Thomas

Sicha, Choire
Spinelli, Mike
Steele, Lockhart
Stein, Sadie
Takayama, Greg
Tate, Ryan
Thomas, Owen
Toder, Matthew
Trapani, Gina
US VC Partners LP
Vuong, Phillip
Wert, Ray
Winkelman (Ortega), Samantha
Woerner, Meredith
Albertson, Josh
Annis, Rose
Baker, Camie
Batty, Chris
Biddle, Sam
Bodnár, István
Burke, Tim
Climaco, Steve
Cook, John
Curtis, Dustin
Donohue, Lacey
Drummond, Katie
Fette, Ian
George, Patrick
Georgopoulos, Steph
Gonzalez, Robert
Graham, Kevin
Grothaus, Heidi
Hathaway, Jay

Henry, Alan
Hilder, Jeff
Jeffries, Victor
Juzwiak, Rich
Kéki, Balázs
Knibbs, Katharine
Körtesi, Gáspár
Laurito, Josh
Libby, Mia
Magary, Drew
Marchman, Tim
McAllister, Shep
McKenna, Dave
Mittelhammer, Eric
Morgan, Daniel
Neltz, Tamas
Nevins, Maxwell
Novak, Matt
O'Connor, Courtenay
Pareene, Alex
Parham, Jason
Petchesky, Barry
Popken, Ben
Price, John
Reddy, Kavi
Regenspan, Ben
Roberts, Shane
Sargent, Jordan
Sommer, Ethan
Sundue, Paul
Szász, Péter
Szatmári, András
Taomina, Margaret

Tiku, Nitasha

Totilo, Stephen

Trotter, JK

Udvardi, Ramóna

Walker, Alissa

Weaver, Caity

Weinstein, Adam

Wentz, Allison

SCHEDULE 1(j)

Significant Customers

20th Century Fox	Earnest
360i	Empowering Media LA
A9.com Inc. (Amazon Match Buy)	Empowering Media NY
Accordant Media	Essence
Adslot	f451 - US
Aegis Group	Facebook
Alliance Games	Factorylabs
Allure Media - GM	Fallon
Amazon	Future Publishing Ltd (US)
Amazon Commerce Revenue	General Mills, Inc.
AOL One	Google (BizDev)
Asana (Customer)	Graze
Assembly	Havas
Baru Advertising	Horizon Media
Blue Apron	HostGator
Blue Wheel Media	Hover
Bluehost	HTC Blinkfeed
Brigade Marketing	IBM
Casper	Indochino
Centro	Initiative LA
Cisco	Initiative NY
Cramer-Krasselt	Interpublic Group of Companies
Criteo	iSocket, Inc.
Crossmedia	ITVS
Desk.com	Kepler Group
Dialect Inc	Ketchum
DigitasLBi	Kovel Fuller
Dollar Shave Club	Kruskopf & Company
Draftkings	Liquid Advertising

LivWell	SquareSpace
Logmein.com	StackSocial
MarkLogic	Status Audio
McGarrah Jessee	Sterling Rice Group
Me Undies	Superdry Wholesale LLC
Mediagene Inc - US	Taboola (Biz Dev)
Mediasmith	Tangible Media
Mediastorm, LLC	TaxFyle
Merkley and Partners	The Garage Team Mazda
MillerCoors	TubeMogul
MNI	UCB
MODCo Media	Udemy
Mullen	Varidesk
NameCheap	Viewster.com
Newscred	VOX Media - Curbed Investment
Nokia	VSN
NVIDIA	WavesGear
Omnicom Group	weBoost
Pereira & Odell	Wieden & Kennedy
Petrol	Wildcard Properties LLC
PGR Media	WPP
Protein	Wright's Media
Publicis Groupe	Zeno Group
R/West	
Rachael Piper Consulting	
Randomhouse	
RED Interactive Agency	
Rodger's Townsend	
RPA	
Rubicon	
Skillshare	
Slack	
Spacetime Media	

SCHEDULE 1(k)

Significant Unsecured Creditors

Ad-Juster, Inc. (media)	JW Player (Longtail Ad Solutions, Inc.)
ADP Workforce Now	Katherine Fry
Akerman LLP	Kinja Accounts Payable
Alex Palmer	Krux Digital
Andrew Harding	L-Cut Digital Media, Inc.
AOL Advertising	Market Halsey Urban Renewal, LLC
Associated Press	Marlena Agency Inc.
Blane Bachelor	Medialink
Brandtale	Merrill Communications, LLC
CDW Direct	Metropolitan Cleaning, LLC
Cloudinary Ltd.	Moat Inc.
Concur Technologies, Inc.	Morrison Cohen LLP
Corbis Corporation	Newmark & Co. Real Estate, Inc.
Corey Foster	Nick Wong Photography
Creative Circle, LLC.	NSONE Inc.
DataGram	Operative Media, Inc
DoubleVerify, Inc.	Optimizely, Inc.
DRH Internet Inc	Pacific Coast News
Equinox Fitness Clubs - Corp Accts	Plant Specialists LLC
Fastly	QZZR
Fried, Frank, Harris, Shriver & Jacobson LLP	REDBOOKS
Getty Images	Risk Strategies Company
Giaco Furino	Shenker & Bonaparte, LLP
Google Inc. (DoubleClick)	SimpleReach, Inc.
Google, Inc. (Analytics)	Sizmek Technologies Inc.
Hunter Slaton	Specless
Ian Fette	STAQ, INC.
Jelle Claeys Automotive Artwork	Submarine Leisure Club, Inc. (Wirecutter)
Joshua M Lees	Submersive Media

The Hartford

The Oliver Group

Viddler, Inc.

SCHEDULE 1(I)

Significant Vendors

114 Fifth Avenue	Kforce Inc.
ADP PayEx	Kornhaber Brown, LLC
Advanced Electronic Solutions, Inc.	Lay It Out, Inc.
AMA Consulting Engineers P.C.	Leiberts Royal Green Appliances Inc.
AMEX Corporate GM - 01006	Lewis Rice LLC
Andrew Liszewski	LionTree Advisors LLC
Apple Inc. (media)	LJ DUFFY, Inc.
Baby Llama Productions LLC	Maples & Calder (GM LLC)
Bajibot Media	NetRatings, LLC
Big Mango, Inc.	Netsuite, Inc.
Bird & Bird LLP	NVE, Inc.
Brannock & Humphries	OCP Collective Corp.
Cahill Gordon & Reindel LLP	Olson Kundig Architects
Cannes Trip 2015	Olson Kundig Interiors
Catalyst	OnMarc Media Inc.
Cerberus Capital Management LP	Opportune LLP
ComScore Inc.	Redscout LLC
Con Edison (210)	Robert Half
CytexOne Technology, LLC	Ropes & Gray LLP
Dynect, Inc	Santa Monica Air Center, Inc.
Emma C Lanigan (Cookson)	Structure Tone
Fidelity 401k	SW Management LLC
Harder Mirell & Abrams	TangentVector, Inc.
Hatch Content, LLC	Tapestry Associates LLC
HeartWork, Inc.	Thomas & Locicero PL
Houlihan Lokey	Treasury of the United States
Howard Kennedy	TrueForm Concrete, LLC
Inform Interiors	Veritas Pictures, Inc.
Jesus Diaz (vendor)	Versus LLC

Vizu Corporation

Voya Financial 401K

WB Wood NY

Young America Capital

SCHEDULE 1(m)

Taxing Authorities

Internal Revenue Service

Budapesti Önkormányzat

Hungary National Tax Authority

New York City Department of Finance

New York State Commissioner of Taxation and Finance

SCHEDULE 1(n)

U.S. Trustee and Key Court Personnel for the Southern District of New York

Cecilia G. Morris

James L. Garrity

Martin Glenn

Mary Kay Vyskocil

Michael E. Wiles

Robert D. Drain

Robert E. Grossman

Sean H. Lane

Shelley C. Chapman

Stuart M. Bernstein

Alicia Leonhard

Amanda Cassara

Andrea B. Schwartz

Andy Velez-Rivera

Anna M. Martinez

Brian S. Masumoto

Cheuk M. Ng

Danny A. Choy

Ercilia A. Mendoza

Greg M. Zipes

Guy A. Van Baalen

Ilusion Rodriguez

Kathleen Schmitt

Linda A. Riffkin

Lisa Penpraze

Maria Catapano

Mary V. Moroney

Myrna R. Fields

Nadkarni Joseph

Paul K. Schwartzberg

Richard C. Morrissey

Serene Nakano

Susan Arbeit

Susan Golden

Sylvester Sharp

Victor Abriano

William K. Harrington

SCHEDULE 1(o)

Utilities

114 Fifth Avenue Ground Lessee

Atlantic Metro Communications

Benefit Resource, Inc.

Cogent Communications

Con Edison

ShoreTel Inc.

SCHEDULE 1(p)

Employees and Independent Contractors

Asd Mario Aguilar
Joshua Albertson
Angelica Alzona
Fritzie Andrade
Erika Audie
Jared Auslander
Ilene Baker
Michael Ballaban
Patrick Ballester
Chad Bernstein
Lauren Bertolini
Sam Biddle
Ilona Bilevych
Christina Blacken
Gabrielle Bluestone
James Boos
Joshua Bottino
Robert Bricken
Ryan Brown
Kara Brown
Bridget Brown
Timothy Burke
Albert Burneko
Camila Cabrer
Alexandra Cannon
Emma Carmichael
Anthony Carnevale
Casey Chan
Michelle Chiang

Devin Clark
Gloria Clark
Steve Climaco
Ariana Cohen
Andrew Collins
Zachary Connett
John Cook
James Cooke
Alexandra Cranz
Hillary Crosley
Justin Cross
Andrew Cush
Zach Custer
Madeleine Davies
Maritza De Leon
Veronica de Souza
Sarah Dedewo
Ernest Deeb
Nick Denton
Alexander Dickinson
Heather Dietrick
Alexandre Dohrmann
Lacey Donohue
Kevin Draper
Kathryn Dries
Katherine Drummond
Eyal Ebel
Cheryl Eddy
Stassa Edwards

Adam Estes	Samer Kalaf
Michael Fahey	Omar Kardoudi Segarra
Georgia Faircloth	Hannah Keyser
Ashley Feinberg	Sophie Kleeman
Ian Fette	Patrick Klepek
Robert Finger	Thorin Klosowski
Ashton Galloway-Taylor	Michele Lafauci
Marina Galperina	Patrick Laffoon
John Gelini	Samantha Lagani
Patrick George	Miranda Langrehr
Kanwar Gill	Joshua Laurito
Ariel Gononsky	Catherine LeClair
George Grayson	Thomas Ley
Melissa Green	Mia Libby
Samuel Griffel	Michael Lindsay
Heidi Grothaus	Katelyn Lovejoy
Ava Gyurina	Germain Lussier
Anthony Hack	Riley MacLeod
William Haisley	Andrew Magary
Lucy Haller	Amanda Mandelstein
Kirk Hamilton	Timothy Marchman
Matt Hardigree	Alex Mason
Andrew Harding	Shepherd McAllister
Alan Henry	Kathryn McGinnis
Patricia Hernandez-Ramos	David McKenna
Emily Herzig	Colleen McMillan
Clover Hope	Bryan Menegus
Mollie Horan	Anna Merlan
Heather Hynes	Maria Misra
Attila Illes	Kelly Monson
Jacob Inferrera	Daniel Morgan
Victor Jeffreys	Diana Moskowitz
Richard Juzwiak	Julian Muller

Nick Murphy	Michael Roselli
Melissa Murray	Joanna Rothkopf
Evan Narcisse	William Sansom
Giri Nathan	Jordan Sargent
Tamas Neltz	Samuel Scherer
Chris Neveu	Stephanie Schrader
Hamilton Nolan	Jason Schreier
Matthew Novak	Jillian Schulz
Michael Nunez	Taryn Schweitzer
Brendan O'Connor	Thomas Scocca
Courtenay O'Connor	Eleanor Shechet
Michael Orell	Julianne Shepherd
Darren Orf	Hunter Slaton
Andrew Orin	Elisa Solinas
Raphael Orlove	Ethan Sommer
Jennifer Ouellette	Casey Speer
Alexander Pareene	Zoe Stahl
Andrea Park	Nicholas Stango
Adam Pash	Judith Steinbach
Puja Patel	Madeleine Stone
Christopher Person	Kelly Stout
Barry Petchesky	Richard Sundue
Alexandra Philippides	Margaret Taormina
Diego Pineda	Jia Tolentino
Steven Polletta	Jason Torchinsky
John Price	Stephen Totilo
Nandita Raghuram	David Tracy
Eric Ravenscraft	Katharine Trendacosta
Kavitha Reddy	Joseph Trotter
Patrick Redford	William Turton
Benjamin Regenspan	Kerrie Uthoff
Shane Roberts	Christopher Vespoli
Grace Robertson	Alissa Walker

Angela Wang	Jamie Condliffe
Jamie Weber	Chris Mills
Anastasia Weeks	James Whitbrook
Allison Wentz	David Nield
Samuel Woolley	Kathryn Jezer-Morton
András Szatmári	Madeleine Collier
Attila Kocsis	Fruzsina Kuhari
Balázs Kéki	Robert Stokes
Balázs Pöcze	Adam Kovac
Dmitry Lambrianov	Jared "Jay Allen" Goodwin
Gábor Kacsik	Anthony Dejolde
Gáspár Körtesi	Carlos Rebato
György Bokros	Carlos Hierro
Ildikó Kriston	Matias Martinez
István Bodnár	Eduardo Marin
János Hardi	Miguel Redondo
László Heves	Zolani Stewart
Levente Molnár	Reshma Bhai
Linda Bucsánszki	Manisha Aggarwal
Luca Németh	Lindsay Handmer
Márton Borlay	Daniel Strudwick
Mikhail Mitrofanov	Eva Jurczyk
Olivér Kovács	Mihir Patkar
Péter Szász	Toshihisa Nakamura
Ramóna Udvardi	Kirsten O'Regan
Szabolcs Vida	Alexandra Nursall
Szilvia Németh	Nicholas Cameron
Zoltán Balázs	Ralph Jones
Zoltán Kalmár	Elizabeth Edgar
George Dvorsky	Rawiya Elkhadir
Luke Plunkett	Ian Dransfield
Brian Ashcraft	Stefan Janke
Andrew Liszewski	Mark Wilson

Sniff Petrol Limited

James Fell

Peter Ryan

Manuel Mendez Perez

Angel Jiminez

Jacob Rose

Bram Gieben

Eva Holland

Nathan Thompson

Priya Elias

Scaachi Koul

Helen Appleyard

Omar Karduodi Segarra

Cara Ellison

Estelle Tang

Anupa Mistry

Brodie Lancaster

Jess Shanahan

Jesus Diaz

Herbert Lui (Wonder Shuttle Media, Inc)

Graham Ruthven

Stacy May Fowles

Andrew Gibney

Daniel Harris

Alex Hess

Chris Koentges

Kevin O'Brien

Achal Prabhala

David Sommer

Monica Heisey

Sara Mcculloch

Jakob Wenngren

Alex Bejerstrand

Halmar Sveinbjornsson

Amit Reut

Rosa Gregori

Sarah Moroz

Jason Richards

Ravi Somaiya

Reut Amit

Michael "Massoud" Martin

Fariha Roisin

William Herkewitz

Lev Hellebust (Bratishenko)

Pranav Dixit

Danny Allen

Karan Atul Shah

James Baker

Gary Cutlack

Adelaide Dugdale

Katherine Hannaford

Brian Hogg

Andrew James

Chris Mcveigh

Apoorva Prasad

Michelle Tofi

Yareniz Saavedra Padilla

Carlos Risco

Elias Notario Perez

Eric Tecayehuatl

Robert Boffard

Guy Combs

Joel Meadows

Chris Harris

Guy Porepp

Anthony Mark Dewhurst

Peter Orosz
Ryan Pierce
Neill Watson
George Williams
Chris Harris
Natasha Chenier
Esther Sassaman
Luke Malone
Mikhail Mitrofanov
Leo Wichtowski
Kevin Mahon
Simon Parkin
Quintin Smith
Kathleen Williams
Ollie Barder
Simon Mapp
Andrew Mcmillen
David Veselka
Kevin Mahon
David Gilson
Mark O'Neill
Spanner Spencer
Tom Cassell
Kenneth Gibson
Clare Kane
Zolani Stewart
Josephine Huetlin

Schedule 2 to Exhibit C

The following lists the names of entities searched from Schedule 1, where the entity, and/or a parent or affiliate of the entity, has a current or former relationship with Opportune on matters that, on information and belief, are unrelated to the Debtors:

Party in Interest	Relationship
CDW Direct	Current Vendor to Opportune
Cogent Communications, Inc.	Previous Utility Vendor
Getty Images	Current Vendor to Opportune
Houlihan Lokey	Previous Vendor to Opportune
Amazon	Current Vendor to Opportune
United Healthcare Insurance Company	Current Provider of Health Benefits
Internal Revenue Service	Taxing Authority